Solve your problem with a wink

AI Summarized the Contract. The Contract Disagrees

How to Compare AI Summaries with the Original Document and Spot Missing Exceptions



Max Paradox

AI Summarized the Contract. The Contract Disagrees

How to Compare AI Summaries with the Original Document and Spot Missing Exceptions

Max Paradox

PROBLEM? RELAX. YOU'VE GOT THIS!

ISBN: 9788384906323

ALL-IN Rafał Płonkowski



CONTENTS

INTRO 5

Chapter 1 - The Summary Looks Great. Why Does That Prove Nothing Yet?..... 11

Chapter 2 - Where Does the Exception Disappear? The Anatomy of an Innocent Omission.....19

Chapter 3 - AI Doesn't Lie? Meet the Errors That Look Like the Truth..... 28

Chapter 4 - More Text, More Certainty? The Traps of Apparently Thorough Analysis 37

Chapter 5 - Organize the Documents First. AI Isn't a Psychic When It Comes to Appendices..... 47

Chapter 6 - Don't Ask AI Questions That Make It Agree with You 56

Chapter 7 - I Checked Three Points, So the Rest Must Be Correct Too. Unfortunately, Not Necessarily 66

Chapter 8 - The Contract Passed Through Five People. Each Thought Someone Else Had Checked It 75

Chapter 9 - Every Important Statement Needs an Address. A Method for Comparing AI with the Contract..... 84

Chapter 10 - Test the Contract Against Difficult Situations Before Real Life Does 94

Chapter 11 - The Map of Exceptions: How to Find Conditions Hidden Between Clauses 104

Chapter 12 - From Analysis to Decision. How to Prepare a Conclusion That Doesn't Require Guesswork 113

Chapter 13 - Two Contracts, One Decision. How to Compare Offers Without Mixing Apples and Clauses 123

Chapter 14 - Correct the Summary, Not the Contract. How to Prepare a Reliable Working Version.....132

Chapter 15 - When the Document Contradicts Itself: Problems Without Easy Answers.....142

Chapter 16 - Fifteen Minutes and Forty Pages. How to Check a Contract Under Time Pressure.....152

Chapter 17 - When AI Can't Cope and the Contract Refuses to Cooperate..... 161

Chapter 18 - Good Analysis Doesn't End at Signing. How to Keep Control of What Was Agreed 171

Chapter 19 - Red Flags You Shouldn't Ignore. How to Recognize the Return of Old Mistakes 180

Chapter 20 - You Make the Decision. AI Can Hold the Flashlight, but It Doesn't Sign the Contract.....190

INTRO

Imagine receiving a contract that runs to thirty-seven pages. Thirty-seven pages written in a language apparently invented during a competition to produce the longest sentence without using a full stop. You're supposed to read it, understand it and, ideally, make a sensible decision. The deadline? Yesterday, naturally. So you open an AI tool, upload the document and type: "Summarize the most important provisions in plain language."

A few seconds later, an elegant summary appears. The payment terms are correct. So is the contract duration. The termination conditions look reasonable. The parties' liability is explained in three clear bullet points. Everything is so easy to understand that, for a moment, you wonder why lawyers bother writing lengthy contracts at all. Surely a few paragraphs and a little goodwill would do the job.

Satisfied, you put the document aside. AI has done the work. You've reclaimed half an hour of your life, which you can spend on something more enjoyable, such as replying to messages marked "urgent" that concern the colour of a heading in a presentation.

The problem appears later.

It turns out that the contract can indeed be terminated with one month's notice, but only after the initial contractual period has ended. The contractor's liability is limited, unless one of several circumstances described on the following page occurs. The agreed payment covers a specified scope of work, except for activities listed in an appendix that AI apparently considered unworthy of attention.

The summary didn't necessarily contain an outright lie. It was enough for it to tell an incomplete truth. And when contracts are involved, an incomplete truth can cost considerably more than an extra half-hour of reading.

Welcome to a world in which artificial intelligence can do a brilliant job of explaining what a document contains and, occasionally, an equally brilliant job of leaving out the passage that changes the meaning of the entire story.

When a short summary creates a long problem

The greatest advantage of AI summaries is also their greatest trap: simplification. When you request a short version of a lengthy document, the system must decide which information to retain, which details to combine and which passages to omit. Without those decisions, there would be no summary. There would simply be another contract, perhaps in a different font.

The trouble is that not all information carries equal weight. A sentence describing a general rule might occupy half a page, while an exception that effectively reverses its meaning fits into seven words. For someone making a decision, those seven words might be the most important part of the entire document.

Consider a simple example. A contract states that a customer may cancel a service without additional charges. Excellent news. AI includes this in its summary, and understandably so. Only later in the document does a condition appear: the right to cancel free of charge applies exclusively during the first fourteen days after the contract is concluded. After that period, different payment and settlement rules apply.

Every one of those provisions might be correctly worded. AI might also identify the general rule correctly and still produce a summary that leads to the wrong conclusion. The reader receives information that sounds authoritative but does not provide a reliable basis for making a decision.

It's rather like someone summarizing the instructions for using a lift by saying, "This device transports people between floors," while omitting the fact that this particular lift is out of service. Technically, the description of its function is accurate. Practically, you'd be better off taking the stairs.

Why do we trust text that looks organized?

A well-prepared summary is reassuring. It has headings, a logical sequence, readable bullet points and sentences free from legal labyrinths. We see order and instinctively begin to believe that such order must also mean completeness.

It doesn't have to.

A language model generates its response based on the content it processes and the user's instructions, but it does not automatically guarantee that every detail relevant to a particular decision has been preserved. It may simplify a qualification, merge conditions that should remain separate or present an interpretation so smoothly that it no longer looks like an interpretation. What's more, even a summary that provides references to sections of the document needs checking. A page number alone does not prove that the conclusion accurately reflects the meaning of the entire provision.

The situation becomes particularly dangerous when the summary tells us exactly what we wanted to hear. If we're hoping for an easy way to terminate a contract, we'll happily accept a sentence confirming that possibility. If keeping

costs down is our priority, we'll be delighted to read that there are no additional fees. At that point, our brains don't convene an investigative committee. They're more likely to open a bottle of champagne without even checking whether there's anything to celebrate.

None of this means AI is useless. Quite the opposite. It can help us understand a document's structure more quickly, explain complicated wording, identify passages that deserve attention and prepare questions before signing a contract. The problem begins when a supporting tool is promoted to the position of final authority, while the original document is treated as an unnecessary attachment to its own summary.

The document is the source; the summary is the map

In this book, you'll learn to treat an AI response as a map rather than the territory itself. A map can point you towards a relevant provision. It can help identify potential risks and untangle complicated relationships between different clauses. What it cannot do is replace checking what the contract actually says.

That doesn't mean you must read every summary alongside the original document, examining everything from the first word to the final comma with the expression of someone auditing their own cat's tax return. The goal is to compare information deliberately, especially when you intend to base a real decision on it.

You'll learn to distinguish general rules from exceptions, pay attention to the conditions that trigger particular rights and obligations, and check whether AI has missed deadlines, restrictions or references to other provisions. You'll also discover why words and phrases such as "only," "unless,"

"subject to" and "does not apply" sometimes deserve more attention than an entire beautifully written summary.

We'll practise asking questions that encourage AI not merely to present conclusions, but also to identify the specific passages supporting them. You'll learn to recognize the difference between information found in a document, an interpretation of that information and a claim that could not be verified. It's a useful skill whether you're examining a cooperation agreement, a service's terms and conditions, an order agreement or a document prepared by another contracting party.

We won't pretend that every uncertainty can be resolved with a sufficiently clever prompt. Some provisions require legal analysis, knowledge of the wider context or an assessment of documents you don't yet have. Where significant financial or legal consequences are involved, seeking help from a qualified professional remains a sensible choice. AI can help you prepare for that consultation, but it should not replace professional judgment.

The most important change, however, will be simpler: you'll stop asking only, "What did AI say about the contract?" and start asking, "Where exactly does the contract confirm this, and what might change the meaning of that statement?"

It's a small shift in thinking, but it makes an enormous difference to how reliably you can check what you've been told. You don't need to memorize the entire document. You need to know how to find the passage supporting your conclusion and check whether an exception is sitting right beside it, patiently waiting for its moment.

Because if AI insists that everything is straightforward, it's worth making sure the contract has received the same memo.

Chapter 1 - The Summary Looks Great. Why Does That Prove Nothing Yet?

At 9:17 a.m., a project manager receives a message from a contractor. Attached is an agreement for the implementation of a new system. The document runs to forty-two pages, contains three appendices and was apparently drafted by someone who believes that using a comma is a sign of personal weakness. The manager has a meeting at ten, so he asks AI to summarize the most important terms. Moments later, he receives a neatly organized response covering the scope of services, schedule, payment, liability and termination. Five elegant sections. Everything looks professional and, more importantly, understandable. He begins to suspect that he has just discovered a way to reclaim several years of his life.

At the meeting, he confidently informs his team that the supplier has committed to resolving all system failures within twenty-four hours. That's what the summary says. The participants nod, someone writes down the arrangement, and someone else starts planning the work schedule around it. Only a week later does it emerge that the contract distinguishes between three categories of failure, and that the twenty-four-hour period applies exclusively to the commencement of remedial work on critical failures. Different response times apply to other incidents. Nobody intended to deceive anyone. AI simply turned several different rules into one remarkably attractive promise.

This is a fictional scene, but it illustrates a very real mechanism. A summary can contain most of the important information, be written in perfectly good English and still be

unsuitable as an independent basis for making decisions. It doesn't even have to contain a statement that is entirely false. Removing a distinction that determines when a particular obligation applies may be enough. The reader then sees a simple rule, even though the document establishes a rule that depends on several conditions.

The most difficult part is that an impressive-looking summary does not come with a warning signal. It doesn't begin with a message saying, "Warning: The following is beautifully formatted uncertainty." Quite the opposite. It creates the impression of a finished analysis. The headings are logical, the language is businesslike, and the individual points fit together into a coherent account. Yet narrative coherence and fidelity to the source document are two different qualities. You can have the first without the second.

Three things that are easy to confuse

When you look at a contract summary, you usually assess three qualities simultaneously, although it's worth separating them. The first is readability. Do you understand what has been written? The second is credibility. Does the answer sound reasonable and professional? The third is fidelity to the source. Do all the important statements genuinely follow from the document, including its limitations and exceptions?

Readability can be assessed almost immediately. We often judge credibility by style, although that is an unreliable criterion. Fidelity, however, requires comparing the response with the source material. And this third quality is the easiest to overlook because checking it takes additional work. After all, we turned to AI precisely to avoid that work. It's rather like hiring someone to check the locks in your apartment and then treating their neatly presented report as sufficient proof that the doors were actually locked.

Suppose a document contains the following provision, invented for this example: "The Contractor shall ensure service availability of 99.5% during each calendar month, excluding scheduled maintenance notified sufficiently in advance and interruptions resulting from the circumstances specified in Clause 12." AI responds: "The supplier guarantees system availability of 99.5%."

At first glance, everything seems correct. The figure is right, and so is the general subject of the obligation. However, the exclusions have disappeared from the response, even though they may be significant when determining whether the contract has been breached. In addition, the word "guarantees" may suggest a stronger or less conditional commitment than the document, considered as a whole, actually establishes. Similar wording is therefore not enough to confirm that the meaning has been preserved.

In practice, it's worth adopting a simple principle: every statement in a summary that you intend to rely on when signing something, making a payment, giving a commitment or refusing a request should have an identifiable basis in the document. That basis will not always be a single sentence. Sometimes the answer follows from several clauses read together. What matters is being able to establish where the source material ends and interpretation begins.

This doesn't mean you need to check every piece of information with equal thoroughness. If a summary gives the name of a contracting party or the date of signature, verification may be quick. If it claims that you can terminate the relationship without consequences, however, much closer examination is needed. An error in someone's job title may be irritating. An error concerning termination conditions

can turn an otherwise peaceful Monday into months of correspondence.

What does "most important" actually mean?

The instruction "summarize the most important provisions" sounds reasonable, but it hides a significant ambiguity. Most important to whom? Someone responsible for the budget will focus on payment, additional charges and settlement arrangements. An operations manager will look for deadlines, the scope of services and liability for delays. An information security specialist will be interested in access to data, restrictions on its use and obligations relating to security incidents.

All these people could examine exactly the same document and need different summaries. If you don't specify the purpose, AI has to adopt its own criteria for deciding what matters. The result may be useful, but it may not address the decision you actually need to make. A language model does not automatically know your business priorities, previous arrangements or the conditions on which you cannot compromise.

Imagine an agreement to rent office space. AI presents the rent, contract duration, deposit and general termination rules. Management is pleased because the amounts fit within the budget. However, for the team planning the move, the crucial provision concerns the handover date and the conditions that must be fulfilled beforehand. The document may specify that the date depends on the completion of certain works. Without that information, the company may schedule its move for a day that exists only in the timetable of its own optimism.

That's why it's worth knowing, even before the analysis begins, which decision the summary is supposed to support. Are you trying to understand the general nature of the cooperation? Compare two offers? Check whether an obligation can be ended early? Assess which costs might arise beyond the basic price? The answer changes both how you should read the document and what information you should require from AI.

For an initial review, even a short note will do: "I'm primarily interested in the total costs, the end date and circumstances in which the other party may refuse to provide the service." This prevents the summary from becoming a random collection of points selected according to unknown criteria. You'll still need to check it, but at least you'll know what you're looking for. That's a considerable improvement over asking for "everything important" and then being surprised that a machine failed to guess your private definition of the word "important."

An initial check without reading everything again

There is a useful way to check a summary quickly before devoting time to a detailed analysis. Select the three claims that have the greatest impact on your decision. Don't choose the ones that are easiest to confirm. Choose the ones whose misinterpretation would cost you the most.

Suppose AI has summarized a marketing services agreement as follows: "The client may terminate the cooperation with one month's notice. The contractor is responsible for delivering materials on time. The fee covers all services specified in the offer." Each of these statements should be treated as a hypothesis requiring confirmation. Where is the termination provision? Does the one-month notice period apply throughout the entire contractual

relationship? What exactly does responsibility for meeting deadlines mean? Is the offer an appendix to the agreement, and are all the services listed there included in the price?

Even this brief review may reveal that the summary fails to distinguish between content expressly stated in the agreement and conclusions drawn from several provisions. If you cannot identify the basis for an important claim, that does not automatically mean the claim is wrong. It means the claim remains unverified. That is reason enough not to pass it on as an established fact.

You can also ask AI to revisit selected points and provide exact references to the document. A useful instruction would be: "For each of the three identified claims, provide the relevant source passage, clause or page number, any applicable limitations, and an indication of whether the conclusion follows directly from the text or represents an interpretation. If you cannot verify a claim, state that clearly."

This kind of response does not complete the verification process. A page number may be incorrect, a quotation incomplete, or an interpretation too far-reaching. However, it allows you to move from a general impression to material that can actually be checked. Instead of debating whether AI "seems to be right," you open the relevant clause and compare the meaning.

If you're using a system that cannot reliably refer to pages or specific passages, you can search the document yourself for distinctive phrases from the response. Maintaining the connection between a conclusion and its source matters more than the sophistication of the tool. You should also make sure that the correct, complete version of the agreement was used for the analysis and that uploading it to your chosen tool complies with confidentiality requirements.

Even an outstanding analysis of the wrong file remains an analysis of the wrong file.

When does a summary deserve your trust?

Trust doesn't have to be an all-or-nothing decision. You may conclude that a summary accurately describes the general structure of a document but has not yet been checked for financial liability. You may accept properly verified dates while leaving the question of termination unresolved. This approach is considerably more sensible than giving the entire answer a single rating of "good" or "bad."

It's also worth remembering that the model itself is not always the source of the problem. Sometimes the document is difficult to read, contains missing pages or refers to an appendix that hasn't been provided. There are also situations in which two parts of an agreement appear to establish different rules. In such cases, even a carefully prepared summary should not pretend that the ambiguity has been resolved. It should reveal the uncertainty. An answer such as "This cannot be determined conclusively from the material provided" may be more valuable than a confident statement that sounds excellent but lacks sufficient support.

Decisions involving high stakes require particular caution: entering a long-term commitment, accepting liability for substantial sums, sharing sensitive data or giving up particular rights. In these situations, checking the source and obtaining appropriate professional advice are not excessive precautions. They are part of the cost of making a responsible decision. Neither a guidebook nor a language model can replace an assessment of the specific legal circumstances.

A good summary is therefore the beginning of a sensible process, not its grand conclusion. It can save time, help establish priorities and identify passages requiring attention. But it must allow you to distinguish verified information from assumptions, and general rules from the conditions that limit them.

The next time AI produces a beautifully prepared summary, you don't need to react with the suspicion of a detective interrogating a particularly dubious clause. Just choose one important statement and check whether the document actually says the same thing. After a few such checks, you'll quickly discover that a summary's reliability does not come from its appearance. It comes from being able to verify what it claims.

And those five elegant bullet points? They can still be extremely useful. Provided that the sixth, invisible point doesn't read: "All of the above applies unless the contract states otherwise."

Chapter 2 - Where Does the Exception Disappear? The Anatomy of an Innocent Omission

The most suspicious sentence in many contracts doesn't begin with a threatening warning, nor is it written in capital letters. Often, it sounds perfectly calm: "The provisions of paragraph one shall not apply where..." What follows is a handful of words capable of changing the meaning of the preceding page. Anyone who has managed to read this far may reasonably feel personally attacked by the punctuation. First, they were given a clear rule. Now they discover that the rule has turned up to the meeting accompanied by its own exceptions department.

In contractual language, however, an exception is not a decorative feature. It may specify when a particular right is unavailable, when an obligation is limited, which additional conditions must be satisfied or who bears responsibility in a particular situation. Quite often, this is where the information determining the actual meaning of an obligation can be found.

Artificial intelligence may treat such a passage as a minor detail, particularly when you ask for a brief, general summary. The main rule is usually easier to understand and simpler to present in a single sentence. An exception complicates the message, requires additional explanation and sometimes refers to several other provisions. From the perspective of conciseness, it is inconvenient. From the perspective of the person signing the contract, it may be the most important part.

Consider the following fictional provision: "The Customer may request the rectification of defects within five business days of submitting a notification, except for defects resulting from modifications made by third parties without the Contractor's consent." AI presents it as follows: "The Contractor rectifies reported defects within five business days."

The difference is subtle only to someone who has never had to determine who is responsible for a system failure. The first sentence describes the customer's right to make a request, a specified time limit and an exclusion concerning the cause of the defect. The second creates the impression of a universal obligation on the contractor's part. The type of event that determines whether the right can be exercised has disappeared. The nature of the statement has also changed: a right to request rectification has been presented as an unconditional commitment to deliver a result.

This is precisely why omitting an exception is not merely a question of how much space is available in a summary. It can change the logical structure of an obligation.

A rule, a condition and an exclusion are not the same thing

To read contracts effectively, it helps to distinguish three basic elements. A rule describes what generally applies or what someone is generally entitled to. A condition specifies what must happen before a particular provision can be applied. An exclusion identifies situations in which the rule does not apply or applies within a modified scope.

These elements often appear together, but they are not always located next to one another. The rule may be described in the clause dealing with payment, the condition